

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

JI-YOUNG JANG,	)	
	)	
Plaintiff,	)	
v.	)	Civil Action No.
	)	1:16-cv-00127-ELR
TOP KIM GROUP, INC. d/b/a	)	
SUSHI BAR YU-KA, KIM JONG	)	
IN and KIM	)	
KYUNG SOOK,	)	
	)	
Defendants.	)	
	)	

**ORDER**

This case is before the Court for consideration of the Joint Motion for Stipulated Judgment Approving FLSA Settlement [Doc. 19]. After reviewing the record and the joint submission of the parties, the Court enters the following Order.

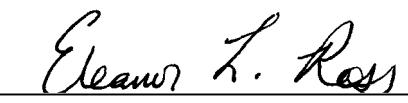
“When employees bring a private action for back wages under the FLSA, and present to the district court a proposed settlement, the district court may enter a stipulated judgment after scrutinizing the settlement for fairness.” *Lynn’s Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353 (11<sup>th</sup> Cir. 1982). The settlement and release is enforceable “only if the district court enter[s] a ‘stipulated judgment’ approving it.” *Nall v. Mal-Motels, Inc.*, 723 F.3d 1304, 1308 (11<sup>th</sup> Cir. 2013) (emphasis added). Having reviewed the Settlement Agreement and Release of

Claims (the “Agreement”) [Doc. 19-1] executed by the parties, the Court finds that the settlement is fair, adequate, and reasonable. The Court finds that the Agreement was negotiated at arm's length and is not the result of any collusion.

Therefore, the Joint Motion for Stipulated Judgment Approving FLSA Settlement Agreement is hereby **GRANTED**, the settlement of the parties in the Agreement is hereby **APPROVED**, and the terms of the parties' Agreement are hereby incorporated into this Order as the stipulated **JUDGMENT** in this case.

Consistent with the terms of the Agreement, Defendants shall tender to Plaintiff all payments within the time periods set forth in the Agreement.

**SO ORDERED** this 1<sup>st</sup> day of August, 2016.

  
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ELEANOR L. ROSS  
UNITED STATES DISTRICT JUDGE